

City of Horn Lake

State of Mississippi
County of DeSoto
City of Horn Lake

Sewer Easement

KNOW ALL MEN BY THESE PRESENTS THAT Alice Harper Dancy, Maurie C. Thomas and Gene Mathis, Co-Trustees of the Residuary Trust of Raymond Hugh Dancy and Co-Trustees of the QTIP/Marital Trust of Raymond Hugh Dancy, and Maurie C. Thomas, Trustee of the Hugh Dancy Irrevocable Trust, acting individually, and for, and on the behalf of, his/her/their heirs, executors, administrators, devisees, trustees, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of the sum of One Dollar (\$1.00), in hand paid and/or the City of Horn Lake's installation of wastewater improvements on and/or for the benefit of my property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, assign, and convey unto the City of Horn Lake, Mississippi, and its successors and assigns, collectively "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove gravity and/or pressure sanitary sewer line(s), manholes, and other appurtenances for the operation of the City Sewage System, as follows:

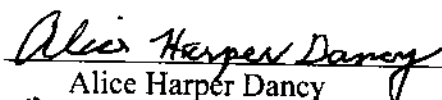
1. A temporary twenty foot (20') wide construction easement across my property and reasonable access thereto said property being a portion of the Northeast Quarter (NE 1/4), in Section 31, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi, said easement to be located on my property, as described on Exhibit "A". This temporary construction easement shall expire and become null and void upon completion of construction, defined as the time of final payment being made by Grantee to the contractor performing the construction work; and
2. A permanent easement fifteen feet (15') wide, as described on Exhibit "A" on my property, said property being a portion of the Northeast Quarter (NE 1/4), in Section 31, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi, along with reasonable access to said permanent easement.

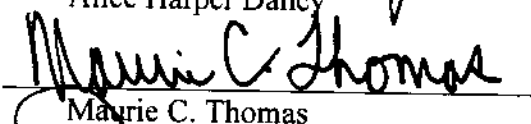
Grantee expressly agrees to remove any vegetation within the aforesaid easements necessary for the subject construction; all at no cost to Grantor. Grantor agrees to refrain from placing obstructions within the aforesaid easements during construction and within the aforesaid permanent easement after construction. Grantor may establish or re-establish grass and/or other suitable vegetation within the easement; all at no cost to Grantee. Furthermore, and as additional consideration, Grantor shall be entitled to receive a waiver of one sewer tap fee for the property over which this easement is granted at such time when City sewer service is available to said property. This waiver shall not include any sewer fees imposed by the DeSoto County Regional Utility Authority. Furthermore, and for the same consideration, Grantor agrees to cooperate with Grantee in providing any necessary access to said easements. Grantor acknowledges and agrees that Grantee may vacate or abandon these easements at any time, with or without cause, and Grantee expressly reserves such right.

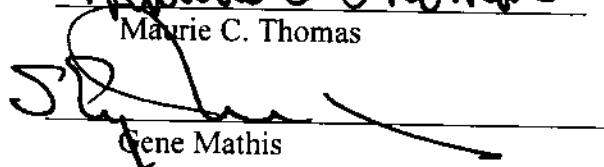
Grantor acknowledges that he/she/they has been advised and understands that he/she/they is entitled to receive just compensation, based upon an appraisal of this property, for this conveyance and for damages, if any, but Grantor desires only the consideration set forth herein and specifically waives any and all claims for further compensation and/or damages and the right to an appraisal.

IN WITNESS WHEREOF, the Grantor has executed this Sewer Easement on this the 18th day of April 2006.

GRANTOR:


Alice Harper Dancy


Maurie C. Thomas


Gene Mathis

ADDRESS OF GRANTOR:

P.O. Box 286

Southaven, MS 38671

ADDRESS OF GRANTEE:

Horn Lake City Hall
3101 Goodman Road
Horn Lake, MS 38637

(W) (662) 280-7420

PHONES: (H): N/A
(W): 662-393-9556

APPROVED AND ACCEPTED by the
City of Horn Lake

By: Nat Baker

NAT BAKER, MAYOR

ATTEST:

Diane T. Stewart
DIANE T. STEWART, CITY CLERK

STATE OF Mississippi
COUNTY OF Desoto

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named ALICE HARPER DANCY, who, first being duly sworn by me, stated on oath that she is a Co-Trustee of the Residuary Trust of Raymond Hugh Dancy and a Co-Trustee of the QTIP/Marital Trust of Raymond Hugh Dancy, and that in said capacities, she signed and delivered the above and foregoing instrument on the day and year therein written and for intents and purposes therein recited.

SWORN TO AND SUBSCRIBED BEFORE ME on this the 18th day of April 2006.

My Commission Expires: June 5, 2007

STATE OF Mississippi
COUNTY OF Desoto

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named MAURIE C. THOMAS, who, first being duly sworn by me, stated on oath that he is a Co-Trustee of the Residuary Trust of Raymond Hugh Dancy, a Co-Trustee of the QTIP/Marital Trust of Raymond Hugh Dancy, and the Trustee of the Hugh Dancy Irrevocable Trust, and that in said capacities, he signed and delivered the above and foregoing instrument on the day and year therein written and for intents and purposes therein recited.

SWORN TO AND SUBSCRIBED BEFORE ME on this the 18th day of April 2006.

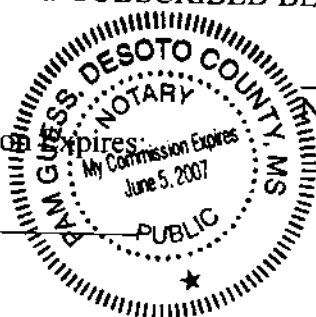
My Commission Expires: June 5, 2007

STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named GENE MATHIS, who, first being duly sworn by me, stated on oath that he is a Co-Trustee of the Residuary Trust of Raymond Hugh Dancy and a Co-Trustee of the QTIP/Marital Trust of Raymond Hugh Dancy, and that in said capacities, he signed and delivered the above and foregoing instrument on the day and year therein written and for intents and purposes therein recited.

SWORN TO AND SUBSCRIBED BEFORE ME on this the 18th day of April 2006.

My Commission Expires:



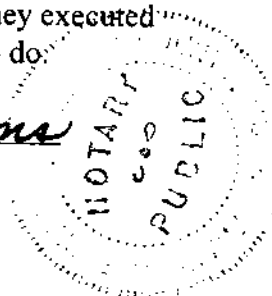
Sam Luns
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said country and state on this 25 day of April, 2006, within my jurisdiction, the within named Nat Baker and Diane T. Stewart, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Horn Lake, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do:

Frances E. Williams
NOTARY PUBLIC

My Commission Expires:



MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 14, 2010
BONDED THRU LEGAL NOTARY SERVICE

15-Foot Sewer Easement
(1-08-9-31-00-0-00001-00)

A part of the Northeast Quarter of Section 31, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows:

A 15.0 foot wide strip having a centerline beginning at a point on the west boundary of said Northeast Quarter, said point being 27.5 feet south of the south right-of-way of Goodman Road (Mississippi Highway 302); thence easterly parallel with and 27.5 feet south of said right-of-way to the east boundary of Grantor's parcel less and except a parcel designated as a pump station parcel, and less and except the Sophia Rachel parcel described in Deed Book 490, Page 442, as recorded in the Office of Chancery Clerk of DeSoto County, said easement containing 0.85 acres, more or less.

Also included with the above described easement is a 20 foot wide temporary construction easement located parallel with and adjacent to the south boundary of said sewer easement.

EXHIBIT A